

CHAPTER 13 NARRATIVE STATEMENT OF PLAN

RE: Timothy Clark
Latisha Clark

Case No: _____

Payment to the Trustee: shall be made from the debtor(s)' employer as set forth below:THE DEBTOR PROPOSES TO PAY \$2,000.00 per month for 60 months TO THE TRUSTEE.Name of Employer: Nucor Steel Memphis, Inc.Nale Logistics

Address:

ATTN: PAYROLL
3601 Paul R. Lowry Rd.
Memphis, TN 381094215 Lamar Ave.
Memphis, TN 38118

Phone Number: _____

Indicate how often the Debtor is paid by checking the appropriate box below:

☒ weekly ☐ semi-monthly ☐ Other: (Please specify)
☐ bi-weekly ☐ monthly _____

Indicate how often the Joint Debtor is paid by checking the appropriate box below:

☒ weekly ☐ semi-monthly ☐ Other: (Please specify)
☐ bi-weekly ☐ monthly _____**THE FIRST PAYMENT WILL BE MADE TO THE TRUSTEE WITHIN THIRTY (30) DAYS FROM THE DATE OF THE FILING OF THE PETITION.****PLAN LENGTH:**The debtor proposes to pay all disposable income into the plan for the benefit of unsecured creditors for **not less than the applicable commitment period** (unless unsecured are being paid 100%). The plan length shall not exceed 60 months.The debtor's plan length is 60 months.**I. ADMINISTRATIVE COSTS:**

1. TRUSTEE'S FEES AND EXPENSES.

2. ATTORNEY FEE:*

to be paid through the plan:

4,525.00paid to Attorney prior to filing:0.00***All Attorney Fees must be approved by separate application.****II. CHILD SUPPORT:** Check the appropriate boxes.☐ The Debtor has no child support obligations.

DSO Creditor 1

NAME AND ADDRESS OF CHILD SUPPORT RECIPIENT:

Datonya Crockett; 264 Barton Ave.; Marion, AR 72364

CREDITOR TO WHOM CHILD SUPPORT IS OWED:

Datonya Crockett**Regular Payment:**

- ☒ The regular monthly support payment shall be paid by the debtor directly.
☐ The regular monthly support payment of \$__ shall be paid through the plan.

Arrearage Payment: The total back child support is \$ 0.00 and shall be paid through the plan at a pro rata monthly amount.

DSO Creditor 2

NAME AND ADDRESS OF CHILD SUPPORT RECIPIENT:

OCSE; P.O. Box 8127; Little Rock, AR 72203

CREDITOR TO WHOM CHILD SUPPORT IS OWED:

OCSE**Regular Payment:**

- ☒ The regular monthly support payment shall be paid by the debtor directly.
☐ The regular monthly support payment of \$__ shall be paid through the plan.

Arrearage Payment: The total back child support is \$ 0.00 and shall be paid through the plan at a pro rata monthly amount.

III. LONG TERM DEBTS:

The following debts will extend beyond the length of the plan. During the plan, the Trustee is to pay the regular, continuing monthly payment. If the claim is already in default, the Trustee will pay an additional sum each month until the default has been cured, in accordance with 11 U.S.C. § 1322(b)(5). Upon completion of the plan, the debtor will resume payments on such claims pursuant to the terms of the original agreement.

	CREDITOR	REG PYMT	ARREARAGE	AMOUNT PER MONTH TO CURE ARREARAGE
	<u>-NONE-</u>			

IV. SECURED DEBTS WHICH WILL NOT EXTEND BEYOND THE LENGTH OF THE PLAN:

Secured creditors who will retain their liens and be paid the value of their collateral or the amount of their allowed debt, **whichever is less**, shall be paid as follows:

	CREDITOR	DEBT	VALUE	INT. RATE*	MO. PYMT	ADEQUATE PROTECTION MON PMT	ADEQUATE PROTECTION INTEREST IF APPLICABLE**
1.	<u>Santander Consumer</u>	<u>10,050.00</u>	<u>8,525.00</u>	<u>5.00%</u>	<u>160.88</u>	<u>100.00</u>	

*If this space is left blank, no interest is paid.

** Over Secured Creditors only and must specify contract rate.

ANY AMOUNT CLAIMED BY THE CREDITOR THAT EXCEEDS THE VALUE OF THE COLLATERAL WILL BE TREATED AS A NONPRIORITY UNSECURED CLAIM.

V. PMSI SECURED CLAIMS TO WHICH § 506 VALUATION IS NOT APPLICABLE:

	CREDITOR	DEBT	VALUE	INT. RATE*	MO. PYMT	ADEQUATE PROTECTION MON PMT
1.	Department of Finance & Admin	13,442.45	13,442.45		224.04	0.00
2.	Exeter Finance Corp	32,032.85	26,000.00	5.00%	604.35	100.00
3.	Nucor Employee Credit Union	27,360.07	36,375.00	4.90%	492.82	100.00
4.	Royal Furniture	3,249.32	2,226.54	3.00%	58.39	0.00

*If this space is left blank, no interest is paid.

VI. PROPERTY TO BE SURRENDERED:

The following are creditors to whom the Debtor surrenders the property securing the claim in accordance with 11 U.S.C. § 1325(a)(5)(C). **No further payments are to be made to the creditor on the secured claim; however, the creditor may file a claim for the deficiency and it will be treated as a nonpriority unsecured creditor.**

	CREDITOR	DESCRIPTION OF PROPERTY
1.	GM Financial	2011 GMC Serria 167000 miles
2.	Instant Auto Credit Company	2010 Ford F150 129000 miles

VII. PRIORITY DEBTS:

Priority debts shall be paid in full in accordance with 11 U.S.C. § 1322(a)(2), **unless otherwise indicated in this plan.**

VIII. UNSECURED DEBTS:**CLAIMS SHALL BE PAID 100% UNLESS A DIFFERENT TREATMENT IS INDICATED BELOW:**

- ☐ Unsecured creditors shall be paid a definite percentage of their claims as filed and allowed by the court. That percentage is ____%.
- ☐ Unsecured creditors shall receive \$____ to be disbursed in accordance with § 1322 and § 1325.
- ☒ Unsecured creditors shall receive a pro rata dividend from funds remaining after payment of administrative, long-term secured/unsecured, secured, priority, child support and special nonpriority unsecured claims and the debtor shall pay all projected disposable income into the plan for the benefit of unsecured creditors.

IX. SPECIAL NONPRIORITY UNSECURED DEBTS:

The following consumer debts shall be paid prior to other unsecured debts. The reason for this special treatment is stated below. Claims shall be paid in full (100%) unless a different treatment is indicated.

	CREDITOR	DEBT	INT RATE*	MO PYMT	REASON
	-NONE-				

*If space is left blank, no interest is to be paid.

X. DEBTS WHICH ARE NOT TO BE PAID BY THE TRUSTEE:

The only debts which may be paid directly are:

- 1) the home mortgage, if current;
- 2) lease payments, if current;
- 3) child support payments per court order;
- 4) debts which are actually being paid by someone other than the debtor from property that is not property of the estate.

CREDITOR	DESCRIPTION OF PROPERTY/NATURE OF OBLIGATION
-NONE-	

XI. EXECUTORY CONTRACTS:

The debtor () assumes or () rejects the following executory contract or unexpired lease. **If rejected, no further payments are to be made to the creditor on the contract or lease; however, the creditor may file a claim for the deficiency and will be treated as a nonpriority unsecured creditor.**

CREDITOR	CONTRACT AND/OR DESCRIPTION OF LEASED PROPERTY
-NONE-	

XII. SALE OF ASSETS:

The debtor proposes to sell the described real estate or personal property, after court approval and notice to creditors and the trustee, and will commit the proceeds as follows:

PROPERTY DESCRIPTION	DATE BY WHICH SALE IS TO BE CONSUMMATED	TOTAL PROCEEDS	DISPOSITION OF PROCEEDS
-NONE-			

XIII. OTHER PROVISIONS:

Other provisions of the plan which are not inconsistent with Title 11 of the United States Code, pursuant to 11 U.S.C. §1322(b)(10), are as follows:

The property of the estate shall continue to be property of the estate until such time as a discharge is granted or the case is dismissed. Unless otherwise provided, the debtor shall remain in possession of all property of the estate.

In the event that a secured claim is allowed which is not provided for in the plan, then the trustee shall pay such creditor in full after this plan has in all other respects been completed.

In order to assist the debtor in performance of the plan, the trustee may from time to time grant refunds to the debtor as may be necessary to satisfactorily complete the plan, provided that all sums necessary to complete the plan are ultimately paid by the debtor.

Date: August 29, 2017

/s/ Timothy Clark
Timothy Clark
Debtor's Signature

/s/ Brian C. Wilson
Brian C. Wilson
Attorney's Signature

/s/ Latisha Clark
Latisha Clark
Debtor's Signature